

December 20, 2018,
Re: Claim Number: 517865 FRE 408 Settlement Communication

Dear Daniel Quinn,

Copyrighted work(s) owned by our client, Michael Grecco Photography, Inc., were identified on DQuinn.net website(s) (see attached screenshots). Unfortunately, we are unable to find any record of a license for such use. If you have a license, thank you for purchasing it and please provide us the details at claims@higbeeassociates.com with the claim number (517865) included.

Michael Grecco is an accomplished photographer whose photos have been used by the world's biggest news outlets. His photos typically license for \$15,000 to \$35,000 a year. The unauthorized use of his work hurts his livelihood and results in him having to spend tens of thousands of dollars and countless hours stopping such use.

The unauthorized use of our client's work deprives them of income and causes them to incur substantial costs in detection and enforcement. It is also a violation of US copyright law, 17 US Code §504.

Damages under US Copyright may include statutory damages of up to \$150,000 for willful infringement - unintentional infringement range from a minimum of \$750 and up to \$30,000 per infringement. The copyright holder can also elect actual damages. Copyright lawsuits can result in judgments, wage garnishments and liens on property. In some instances, the business owner can be held individually liable.

Michael Grecco Photography, Inc. would prefer to resolve this matter outside of court and is willing to offer a complete release of all liability associated with this image for \$20000. This offer is made based on rather limited information available to Michael Grecco Photography, Inc. .

If you think this amount is disproportionate to the facts, please provide us with details about how long you used the work, the size of your business, any other ways the work was used, and any other details you deem relevant. Also provide a counteroffer for us to provide to Michael Grecco Photography, Inc. . We can be reached by email at claims@higbeeassociates.com or by phone at 800-716-1245.

The overwhelming majority of these types of claims get resolved in a fair and efficient manner. However, without your cooperation, our only option is to litigate the matter, which we do hundreds of times a year, so please do not make the mistake of ignoring this. If this matter is litigated, the demand amount will likely quadruple or more, and then you will also likely have to pay attorneys fees.

If you have general business liability insurance, you may wish to contact your provider.

If we do not hear from you within 10 days, we will assume that you do not have a license and that you do not want to resolve this matter outside of court.

If you wish to simply resolve this claim without contacting us, you can view details of the claim and make a payment at URL.

Claim number: 517865

Printed: December 20, 2018 11:01

Corporate HQ 1504 Brookhollow Dr. Suite 112, Santa Ana, CA 92705

Phone (800) 716-1245 **Fax** (714) 597-6559 **Web** higbeeassociates.com/infringements

To resolve this matter efficiently and amicably out of court, please follow these steps:

(1) Within five business days after receipt of this letter, remove all occurrences of the image from your website(s), cease using it in any way, and confirm in writing that you have done so.

AND

(2) Within seven business days after receipt of this letter, return to our firm the attached Release License, along with your payment in the form of a valid cashier's check or money order for **\$20000** payable to **Higbee & Associates Client Trust Account**. This can be returned to us via US Mail. You can also pay over the phone or online at <http://copyright.higbeeassociates.com/resolution>. Your login is 517865. Your password is scm40q2e. If you choose to make your payment online, you can return the Release License via email to claims@higbeeassociates.com. Please include the case number (517865) in the subject line.

Please feel free to call or email us to discuss this matter, 800-716-1245 or send email to claims@higbeeassociates.com

Sincerely,


Mathew K. Higbee
Attorney at Law

EXHIBIT A



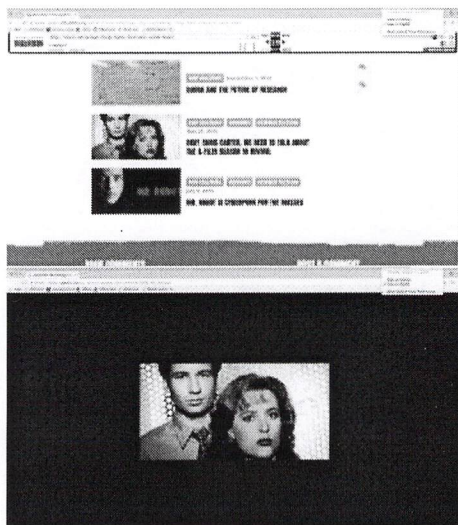
Infringing webpages:

- <https://dquinn.net/stranger-things-higher-dimensions-upside-down/>

Infringing file locations:

- <https://dquinn.net/wp-content/uploads/2016/03/20621698-791x404.jpg>

Infringing images and screenshots are shown below. You can receive copies of these images via email by sending a request to infringements@higbeeassociates.com. The email must include the case number (517865) in the subject line.



Registration Number

-APPLICATION-

Title

Title of Work: Grecco Photography X-Files 5

Completion/Publication

Year of Completion: 1993

Date of 1st Publication: October 25, 1993

Nation of 1st Publication: United States

Author

• **Author:** Michael Grecco
Author Created: photograph
Work made for hire: No
Citizen of: United States
Domiciled in: United States
Year Born: 1958

Copyright Claimant












Copyright Claimant: Michael Grecco Productions, Inc.
3103 17th Street, Santa Monica, CA, 90405, United States

Rights and Permissions

Organization Name: Michael Grecco Productions, Inc.
Name: Michael Grecco
Email: michael@michaelgrecco.com
Telephone: (310)452-4461
Address: 3103 17th Street
Santa Monica, CA 90405 United States

Certification

Name: Michael Grecco
Date: January 22, 2017

Name	Kind	Size	Date Modified
 19930625_X-Files_The_MGP_0010.jpg	Adobe Photoshop JPEG file	3 KB	7/19/16 at 11:44:42 AM
 19930625_X-Files_The_MGP_0011.jpg	Adobe Photoshop JPEG file	477 KB	1/20/17 at 5:37:20 PM
 19930625_X-Files_The_MGP_0012.jpg	Adobe Photoshop JPEG file	13 KB	7/16/16 at 10:19:26 PM
 19930625_X-Files_The_MGP_0013.jpg	Adobe Photoshop JPEG file	43 KB	1/20/17 at 5:36:11 PM
 19930625_X-Files_The_MGP_0014.jpg	Adobe Photoshop JPEG file	164 KB	3/30/16 at 9:41:06 PM
 19930625_X-Files_The_MGP_0015.jpg	Adobe Photoshop JPEG file	35 KB	3/30/16 at 9:37:55 PM
 19930625_X-Files_The_MGP_0016.jpg	Adobe Photoshop JPEG file	46 KB	3/30/16 at 9:39:29 PM
 19930625_X-Files_The_MGP_0017.jpg	Adobe Photoshop JPEG file	21 KB	3/30/16 at 9:55:19 PM
 19930625_X-Files_The_MGP_0019.jpg	Adobe Photoshop JPEG file	6 KB	3/30/16 at 10:18:49 PM
 19930625_X-Files_The_MGP_0020.jpg	Adobe Photoshop JPEG file	3 KB	3/30/16 at 10:19:02 PM
 19930625_X-Files_The_MGP_0021.jpg	Adobe Photoshop JPEG file	5 KB	3/30/16 at 10:34:46 PM



Mathew Higbee: CA # 241380, MI # P73980, MN # 0388759, NV # 11158, OR # 106514, UT # 11133, WA # 42755, TX # 24076924
Ray Ngo: UT # 11936, NY # 4780706
Melissa Clark: CA # 247998, AZ # 024644, UT # 11271, FL # 62465
Virginia Kostmayer: CO # 45648, IL # 255433

**LETTER OF REPRESENTATION
POWER OF ATTORNEY**

RE: Michael Grecco

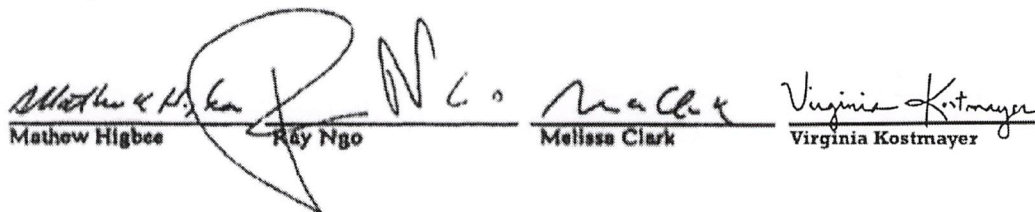
To Whom It May Concern:

Please be advised that the Law Firm of Higbee & Associates has been retained by Michael Grecco regarding a copyright infringement matter. As such, we have been appointed as attorney in fact with full power and authority in determining the validity of the above matter and assist in any negotiation, settlement, and payment. We are further authorized to pursue any legal remedies available to our client as a result of this matter. Any attorney, staff member or agent of Higbee & Associates is hereby authorized to discuss any effort to settle and resolve the above matter.

Effective immediately, all communication (mail, phone, electronic or otherwise) regarding the above matter must be forwarded to Higbee & Associates at:

Higbee & Associates
1504 Brookhollow Drive, Suite 112
Santa Ana, CA 92705
(714) 617-8385 Telephone

Sincerely,


Mathew Higbee Ray Ngo Melissa Clark Virginia Kostmayer

The undersigned have retained Higbee & Associates and grant full power and authority as described above.

Date: October 12, 2016

Client: Michael Grecco Signature: _____

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is entered into on December 20, 2018 ("Effective Date") by and between Michael Grecco Photography, Inc. ("RELEASOR") and DQuinn.net ("RELEASEE") (the "Parties" or individually the "Party").

The Parties agree as follows:

1. The Parties acknowledge and agree that this Agreement is made in resolution to the RELEASEE's alleged unlicensed use of image(s) referenced in the Exhibit(s) below ("Images").
2. RELEASOR hereby represents and warrants that it has the exclusive rights in the settlement and resolution of the claims related to the alleged unlicensed use of the copyrighted Images.
3. In consideration of the release and other consideration granted herein, RELEASEE will pay to RELEASOR the sum of \$20,000.00 by December 20, 2018. Upon Payment in full, RELEASOR will release RELEASEE from all copyright claims arising out of the use of the Images through the Effective Date.
4. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution>

ADDITIONAL TERMS AND CONDITIONS

5. Except for the agreements, obligations, and covenants arising under this Agreement, the Parties will release the other party from any and all claims arising from the use of the Images.
6. The Parties acknowledge that all terms of this Agreement are supported by legally sufficient consideration so as to make this Agreement binding and valid.
7. The terms of this Agreement are confidential; provided however, that each Party may disclose the terms of this Agreement, as necessary to enforce its terms, in response to valid legal process or as otherwise required by law, and/or to its financial advisors and/or legal advisors.
8. The Parties warrant that they have read and understand the provisions of this Agreement and have full authority to execute and consummate the transactions contemplated by this Agreement.
9. This Agreement may not be modified or amended except by written agreement, signed by all Parties.
10. This Agreement, along with its terms and conditions will be binding upon and inure to the benefit of each of the Parties and to their heirs, executors, administrators, successors in interest and assigns.
11. The Parties acknowledge that if any provision or application of this Agreement is held invalid or unenforceable then any such provision will be deemed severed from this Agreement and the remaining provisions and applications of this Agreement will not be affected, but will remain valid and enforceable.
12. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of such state, or one or more of the obligations of the Parties hereunder are to be performed outside of such state. Any suit, action or proceeding to determine, construe or enforce any provision of this Agreement, or the rights of any party hereunder, will be brought in the State of California, and the Parties agree that jurisdiction will lie therein.
13. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any

rights under this Agreement, the prevailing party is entitled to recover reasonable costs and attorney's fees from the other party.

14. Payments that are received more than 5 calendar days late will be assessed a \$40 late fee. Additionally, an interest rate based on a 15% annual will be charged on overdue balances after 30 days.

15. This Agreement constitutes and contains the entire agreement between the Parties with respect to the alleged unlicensed use referred to in this Agreement and there are no other agreements, understandings or representations with respect to this subject matter, which are not expressly set forth herein.

16. This Agreement can be signed in counterparts.

Daniel Quinn
On Behalf of
RELEASEE(s)DQuinn.net

Date



December 20, 2018

Mathew K. Higbee, Esq.
on Behalf of Licensor(s)
Michael Grecco Photography,
Inc.

Date

CREDIT CARD PAYMENT AUTHORIZATION FORM

The Law Firm of Higbee & Associates offers interest-free payment plans through our automated billing system. Sign and complete this form to authorize the Law Firm of Higbee & Associates to make the agreed upon credit or debit card or ACH payments. RELEASEE agrees to pay the settlement amount of \$20,000.00 in 1 automatic payment.

By signing this form you give us permission to bill your credit/debit card or bank account for the amount indicated on the dates above plus any additional fees, penalties, or interest charges which have accrued in accordance with the Release and Settlement Agreement ("Settlement Agreement"). This is permission for all transactions related to the Settlement Agreement, and does not provide authorization for any additional unrelated charges.

Please complete the information below:

PAYMENT METHOD (Please Choose One & Provide Requested Information):

CREDIT CARD

Name as it Appears on Card: _____

Credit Card #: _____

Expiration Date: _____ CCV (Security Code): _____

Billing Address: _____

ACH / DIRECT DEPOSIT

Name on the Account: _____

Account Type: ☐ Savings ☐ Checking

Account #: _____

Routing #: _____

Bank Name: _____

I hereby authorize The Law Firm of Higbee and Associates to automatically bill my account on the dates indicated in the payment plan above.

PRINT NAME: _____

TITLE: _____

COMPANY: _____

Signature: _____ Date: _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for the specified use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.